



中銀集團保險有限公司

BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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## COMMERCIAL VEHICLE INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

### 1 INSURING CLAUSE

The Insured and the Company agree :

- (a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- (b) the Insured will pay the Premium specified in the Schedule;
- (c) the Company will provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the Company:
  - (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
  - (ii) the truth of the contents and statements in the Proposal and Declaration.

This Policy will not be in force unless it has been signed in the Schedule by a person authorized by the Company.

### 2 GENERAL DEFINITIONS

For the purposes of this Policy:

- (a) "The Company" means **BANK OF CHINA GROUP INSURANCE COMPANY LIMITED**.
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Vehicle.
- (c) "Geographical Area" means the territories of the Hong Kong Special Administrative Region ("Hong Kong") and includes its territorial waters for the purpose of the transit of the Motor Vehicle by sea (including incidental loading or unloading) by a craft designed for the carriage of motor vehicles.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "The Motor Vehicle" means the motor vehicle specified in the Schedule.
- (f) "The Policy" means this Commercial Vehicle Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (g) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (h) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (i) "Tractor" means a mechanically propelled motor vehicle constructed for the towage of Trailers.
- (j) "Trailer" means a superimposed trailer which is not mechanically propelled and which is constructed to be towed by a Tractor forming part of an articulated vehicle and the term "Trailer" also includes a semi-trailer.
- (k) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa and a reference to one gender includes a reference to the other genders.

### 3 OPERATIVE INSURANCE COVER

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance", Section (I) and (II) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Legal Liabilities Insurance", only Section (II) of this Policy is operative.

### 4 LIMITATIONS AS TO USE OF THE MOTOR VEHICLE (Please refer to the Appendix printed overleaf.)

### 5 INSURED DRIVER

For the purposes of this Policy, "Insured Driver" means any of the following:

- (a) whilst the Motor Vehicle is used in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired:
  - (i) the Insured or any other person who is in the Insured's employ and is driving on the Insured's order or with his permission; or
  - (ii) any person to whom the Motor Vehicle is hired or any other person who is in the employ of such hirer and is driving on his order or with his permission;
- (b) whilst the Motor Vehicle is used for social domestic or pleasure purposes, the Insured or any other person who is driving on the Insured's order or with his permission;

PROVIDED that the person driving holds a licence to drive the Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence, and the term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.

### 6 SECTION (I) INSURANCE - AGAINST LOSS OF OR DAMAGE TO THE MOTOR VEHICLE

- (a) The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and/or its accessories and/or its spare parts whilst thereon. The Company may, as its option, repair reinstate or replace the Motor Vehicle and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.

The Company's indemnity pursuant to this paragraph 6(a) is limited to:

- (i) the reasonable market value of the Motor Vehicle at the time of its loss or damage; or
  - (ii) the Insured's Estimated Value of the Motor Vehicle as specified in the Schedule;
- whichever is the lesser amount.



- (b) If the Motor Vehicle is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay the reasonable cost of protection and removal of the Motor Vehicle to the nearest repairer and redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Vehicle.
- (c) In the event of loss of or damage to the Motor Vehicle and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Vehicle is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Vehicle is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

#### 7 SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

- (a) If at the Insured's request a Hire Purchase Owner has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Vehicle shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.
- (b) The Insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - (i) the estimated cost of such repair does not exceed the amount of **Hong Kong Dollar One Thousand** as "Authorized Repair Limit";
  - (ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and
  - (iii) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Vehicle is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.

#### 8 SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The Company will not be liable in respect of:

- (a) consequential loss;
- (b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- (c) loss of or damage to the Motor Vehicle arising out of the operation as a tool of the Motor Vehicle or any plant forming part of the Motor Vehicle or attached thereto;
- (d) damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time;
- (e) damage caused by overloading or strain; and
- (f) any claims excesses applicable to Section (I).

#### 9 CLAIMS EXCESSES APPLICABLE TO SECTION (I) INSURANCE

- (a) In respect of any Event giving rise to a claim for loss of or damage to the Motor Vehicle, the Company will not be liable for the first amount of such claim specified in the Schedule as "Section (I) Own Damage Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to paragraph 9(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
  - (i) The Motor Vehicle is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
  - (ii) The Motor Vehicle is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule.
- (c) In the Event of a claim under Section (I):
  - (i) If paragraph 9(a) and any or more of sub-paragraphs 9(b)(i) and 9(b)(ii) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
  - (ii) If the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraph 9(a) or 9(b), the Insured shall forthwith repay such amount to the Company.
- (d) The provisions of paragraphs 9(a) and 9(b) shall not apply to loss of or damage to the Motor Vehicle caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Vehicle.

#### 10 SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES

Subject to Policy Limits of Liability Conditions and Exceptions, the Company will indemnify the Insured and/or any Insured Driver against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver with the Company's written consent in respect of:

- (a) death of or bodily injury to any person; and/or
  - (b) damage to property;
- where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Vehicle including the loading or unloading of goods onto or from the Motor Vehicle and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Vehicle for loading thereon or the taking away of goods from the Motor Vehicle after unloading therefrom.

#### 11 POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (II) INSURANCE

- (a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
  - (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 10(a), the amount of **Hong Kong Dollar One Hundred Million** as Policy Liability Limit "Third Party Death Or Bodily Injury"; and
  - (ii) in respect of damage to property pursuant to sub-paragraph 10(b), the amount of **Hong Kong Dollar One Million** as Policy Liability Limit "Third Party Property Damage".

Where this Policy insures more than one Motor Vehicle, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Vehicles that may be involved in the same Event.

- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 11 (a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 11 (a) (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and the Company shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any

claimant or other person after the Company shall have relinquished such conduct.

## 12 SPECIAL CONDITIONS APPLICABLE TO SECTION (II) INSURANCE

- (a) Where the Schedule states in "Make and Type of Body" that the Motor Vehicle is a Tractor, for the purpose of Section (II) only of this Policy, the Motor Vehicle and any Trailer attached thereto is deemed to constitute the insured Motor Vehicle.
- (b) In the event of the death of any person entitled to indemnity under Section (II), the Company will in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such deceased person.
- (c) The Company may at its own option and expense:
  - (i) arrange for representation at any inquest or fatal injury in respect of any death which may be the subject of indemnity under Section (II); and/or
  - (ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section (II).

## 13 SPECIAL EXCEPTIONS TO SECTION (II) INSURANCE

The Company will not be liable:

- (a) to indemnify any person claiming to be indemnified:
  - (i) unless such person shall observe fulfill and be subject to the terms and conditions of this Policy in so far as they can apply; or
  - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
  - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
  - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- (c) in respect of damage to property being conveyed by the Motor Vehicle or by a Trailer attached thereto or to property belonging to or held in trust by or in the custody or control of:
  - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
  - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);
- (d) except so far as is necessary to meet the requirements of the Motor Vehicle Insurance (Third Party Risks) Ordinance, in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or any plant forming part of the Motor Vehicle or attached thereto;
- (e) in respect of loss of or damage to utensils stock-in-trade surgical instruments medical appliances or supplies and X-ray apparatus on the Motor Vehicle;
- (f) in respect of death of or bodily injury to or illness of any person caused by or through or in connection with or arising from:
  - (i) poisoning of any kind or foreign or deleterious matter in food or drink;
  - (ii) anything harmful in the condition of any goods supplied at or from the Motor Vehicle or defective condition of the container of such goods;
  - (iii) anything harmful or defective in any treatment given at or from the Motor Vehicle;
- (g) in respect of loss of or damage by vibration or by the weight of the Motor Vehicle and/or of the load carried by the Motor Vehicle to any bridge weighbridge viaduct road or anything beneath;
- (h) in respect of damage to any disabled mechanically propelled vehicle or property therein attached to the Motor Vehicle;
- (i) in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction of Hong Kong; or
- (j) any claims excesses applicable to Section (II).

## 14 CLAIMS EXCESSES APPLICABLE TO SECTION (II) INSURANCE

- (a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to paragraph 14 (a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
  - (i) the Motor Vehicle is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
  - (ii) the Motor Vehicle is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule.
- (c) In the event of a claim under Section (II):
  - (i) if paragraph 14 (a) and any or more of sub-paragraphs 14 (b) (i) and 14 (b) (ii) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
  - (ii) if the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraphs 14 (a) and 14 (b), the Insured shall forthwith repay such amount to the Company.

## 15 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Company and The Motor Insurers' Bureau of Hong Kong to pay an amount for which the Company would not otherwise be liable under this Policy the Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Company.

## 16 NO CLAIM DISCOUNT ("THE DISCOUNT")

- (a) In the event of no claim being made or arising under this Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

<u>Period of Insurance</u>	<u>The Discount</u>
One year	10%
2 consecutive years	20%
3 or more consecutive years	30%

- (b) For the avoidance of doubt, any claim made under any part of this policy during a period of insurance shall result in cancellation of the Discount specified in paragraph 16(a) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- (c) In the event of a transfer of interest in the Policy with the Company's prior consent from one Insured to another the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one commercial vehicle within 12 months of the date of transfer.

- (d) If more than one Motor Vehicle is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

## 17 GENERAL EXCEPTIONS

The Company will not be liable under this Policy in respect of:

- (a) any accident loss damage or liability caused sustained or incurred:
- (i) outside the Geographical Area;
  - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Vehicle in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Vehicle, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any accident loss damage or liability caused by or contributed to by or arising from any failure by the Insured to comply with and observe all provisions regulations or requirements relating to the carriage of dangerous goods whether such provisions regulations or requirements are issued by the Fire Services or any other Government Department or form part of any Statutory Ordinance;
- (c) any accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
- (i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
  - (ii) strike riot civil commotion;
  - (iii) detention seizure confiscation or any attempt thereat;
- or by any direct or indirect consequences of any of the said occurrences;
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(e), combustion shall include any self-sustaining process of nuclear fission; and
- (f) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

In any action suit or other proceedings where the Company alleges that by reason of paragraph 17(c) any accident loss damage or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

## 18 GENERAL CONDITIONS

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in respect of notice or communication to the Insured to his address specified in the Schedule.
- (b) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and shall cooperate with the Company in securing the conviction of the offender.
- (c) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Company which shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.
- (d) The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy.
- (e) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates (as shown below) for the period the Policy has been in force.

Period Covered (not exceeding)	Short Period Rates
1 month	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 or 8 months	80% of annual rate
Over 8 months	Full annual premium

- (f) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Company any liability from which but for this paragraph 18(f) it would have been relieved pursuant to sub-paragraph 13(a)(ii).
- (g) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (h) This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

The following clause(s) / endorsement(s) only apply when specified in the Schedule

#### **G12 - EXTENSION OF COVER OF TOOL OF TRADE USE**

Subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover tool of trade use; in consequence thereof, the subparagraph 8 (c) and 13 (d) under this Policy is deemed to be deleted.

#### **G59 - THE PROVINCE OF GUANGDONG, CHINA EXTENSION**

It is hereby declared and agreed that Section (I) of this Policy is extended to indemnify the Insured against loss of or damage to the Motor Vehicle whilst operating within the Province of Guangdong and the Compulsory Excess (es) applicable to this extension is/are HKD { as stated in the Schedule } or { as stated in the Schedule } % of the adjusted loss whichever is the greater.

It is further declared and agreed that in the event of a claim under this particular extension of cover, notwithstanding Section (I) sub-paragraph 6 (b) of this Policy, the Company will not be liable for any cost and expenses to be incurred by the Insured for protecting and removing the Motor Vehicle to Hong Kong for inspection after the occurrence of an accident outside Hong Kong.

#### **M02 - DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS EXCLUSION**

The Company will not be liable under this Policy in respect of any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Vehicle is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:

- A. who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or
- B. when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap 374) as may be amended from time to time or any legislation which replaces the same; or
- C. who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

#### **ITC-IT CLARIFICATION CLAUSE**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **TRM-TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **SPC - SEEPAGE, POLLUTION AND CONTAMINATION CLAUSES**

This insurance does not cover any liability for:

- (1) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;
- (2) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;
- (3) fines, penalties punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

#### **G103 - THEFT EXCESS APPLICABLE TO SECTION (I) INSURANCE**

In respect of any claim arising out of theft or attempted theft of the Motor Vehicle the Company will not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess", if the "Theft Loss Excess" is applicable, then the "Own Damage Excess", "Young Driver Excess" and "Inexperienced Driver Excess" will not be applicable.

#### **RTP - RIGHTS OF THIRD PARTIES CLAUSE**

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

#### **SLE - SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)**

No (RE)insurer shall be deemed to provide cover and no (RE)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (RE)insurer to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Limitations as to use of the Motor Vehicle

## Appendix

The following details only apply when specified in the Schedule  
(Please refer to the Cert. Form No. stated as in the Schedule attached hereto)

### -Cert. Form No. HKZ301

(a) Use in connection with the Policyholder's business or the business of any person to whom the Motor Vehicle is hired.

(b) Use for social domestic and pleasure purposes.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing of any one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert. Form No. HKZ305

(a) Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired.

(b) Use for social domestic and pleasure purposes and for the purposes of tuition of any learner driver by Professional Instructor only or when the Motor Vehicle is being used for the purpose of a driving test carried out by an examiner authorised in writing by the Commissioner for Transport.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing of any one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert Form No. HKZ305A

(a) Use in connection with the Insured's business.

(b) Use only for the purposes of driving test within HK International Airport carried out by an examiner appointed by the Commissioner for Transport.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing of any one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert. Form No. HKZ312

(a) Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired.

(b) Use for social domestic and pleasure purposes.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a greater number of trailers in all than is permitted by Law.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert. Form No. HKZ315

(a) Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired.

(b) Use for social domestic and pleasure purposes.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except one superimposed trailer being part of an articulated vehicle or one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert. Form No. HKZ315A

(a) Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired.

(b) Use for social domestic and pleasure purposes and for the purpose of tuition or of driving test by an examiner appointed by the Commissioner for Transport.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except one superimposed trailer being part of an articulated vehicle or one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

### -Cert. Form No. HKZ402

(a) Use for social domestic and pleasure purposes.

(b) Use for the Insured's business or profession.

(c) Use by the Insured in accordance with the terms of a Hire Car Permit (stated as \*\*below) Service.

This Policy does not cover use for-

- (1) Hire or reward except as permitted by a Hire Car Permit (stated as \*\*below) Service.
- (2) Racing pacemaking reliability trial or speed testing.
- (3) Any purpose in connection with the Motor Trade.

\*\*Insert the word "Hotel" or "Tour" or "Airport" or "Private" or "Private Limousine" as applicable.

### -Cert. Form No. HKZ410

(a) Use for social domestic and pleasure purposes.

(b) Use for the carriage of passengers or goods in connection with the Insured's business.

(c) Use for business or professional purposes by any person to whom the Motor Vehicle is hired.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

### -Cert. Form No. HKZ600

(a) Use for social domestic and pleasure purposes.

(b) Use for the carriage of passengers or goods in connection with the Insured's business.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

### -Cert. Form No. HKZ601

Use for the carriage of passengers or goods in connection with the Insured's business.

Use for social domestic and pleasure purposes.

Use as a Public Light Bus by any person to whom the vehicle is hired.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

### -Cert. Form No. HKZ602

(a) Use for social domestic and pleasure purposes.

(b) Use for the carriage of passengers or goods in connection with the Insured's business as school service.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

### -Cert. Form No. HKZ603

(a) Use for social domestic and pleasure purposes.

(b) Use for the carriage of passengers or goods in connection with the Insured's business.

This Policy does not cover-

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use for the carriage of passengers for hire or reward.
- (3) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

### -Cert. Form No. HKZ604

(a) Use for the carriage of passengers or goods in connection with the Insured's business.

(b) Use for social domestic and pleasure purposes and for the purpose of tuition of any learner driver or when the Motor Vehicle is being used for the purpose of a driving test carried

out by an examiner authorized in writing by the Commissioner for Transport.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.
- (3) Use for the carriage of passengers for hire or reward.

**-Cert. Form No. HKZ801**

Use in connection with the Insured's business.

Whilst the Motor Vehicle is being so used the carriage of passengers is permitted.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use for the carriage of passengers for hire or reward.
- (3) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

**-Cert. Form No. HKZ801A**

Use in connection with the Insured's business.

Whilst the Motor Vehicle is being so used the carriage of passengers is permitted.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use for the carriage of passengers for hire or reward.
- (3) Use whilst drawing a greater number of trailers in all than is permitted by Law.

**-Cert. Form No. HKZ803**

Use as a hearse.

Whilst the Motor Vehicle is being so used the carriage of passengers is permitted.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer, except the towing (other than for reward) of any one disabled mechanically propelled vehicle.

**-Cert. Form No. HKZ804**

- (a) Use in connection with the Insured's business or the business of any person to whom the Motor Vehicle is hired.
- (b) Use for social domestic and pleasure purposes.

Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a greater number of trailers in all than is permitted by Law.
- (3) Use for the carriage of passengers for hire or reward.

**-Cert. Form No. HKZ807**

- (a) Use in connection with the Insured's business.
- (b) Use for social domestic and pleasure purposes.

Whilst the vehicle is being so used the carriage of passengers is not permitted.

This Policy does not cover–

- (1) Use for racing pacemaking reliability trial or speed testing.
- (2) Use whilst drawing a trailer.

### **IMPORTANT NOTICE 重要聲明**

Immediate notice should be given to the Company in the event of any accidental damage to the Motor Vehicle and the Company may exercise its option to nominate a garage for the repair.

受保車輛因意外受損需作修理時，應立即通知本公司，而本公司可指定車廠進行修理。

In the event of cancellation or alteration of this Policy, the minimum Premium will be charged at the discretion of the Company.

若取消或更改本保單，本公司將酌情收取最低保費。

### **SPECIAL NOTICE TO GOODS VEHICLE OWNER**

This Policy does not cover any vehicle which is used for the transportation of inflammable goods. If your vehicle is required by law to have the wordings, as shown in red colour below painted on the vehicle, please return immediately this Policy to us for cancellation.

#### **貨車車主注意**

本保險單並不承保任何專業裝載易燃物體之車輛，倘 貴號 / 台端之車輛因法例規定而須附註以下標誌者，請即將保險單退回註銷為荷。

**HIGHLY INFLAMMABLE GOODS**  
易燃物體

**NO SMOKING**  
不准吸煙

### **Personal Information Collection Statement**

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

### **Use of Personal Data in Direct Marketing**

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
  - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
  - (ii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
  - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).